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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

SEP - 5 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)
Petition of WorldCom, Inc., Pursuant)
to Section 252(e)(5) of the)
Communications Act for Expedited)
Preemption of the Jurisdiction of the)
Virginia State Corporation Commission)
Regarding Interconnection Disputes)
with Verizon-Virginia, Inc., and for)
Expedited Arbitration)

CC Docket No. 00-218

REBUTTAL TESTIMONY OF LYNN CARSON
(Issue III-13)

September 5, 2001

013

INTRODUCTION

Q. Please state your name, title and business address.

A. My name is Lynn Darrow Carson. I am Associate Counsel for the Network and Facilities Legal Team of WorldCom, Inc. (“WorldCom”). My business address is 2400 North Glenville Drive, Richardson, TX 75082.

Q. Are you the same Lynn Carson who submitted direct testimony on August 17, 2001?

A. Yes I am.

Q. What is the purpose of your current testimony?

A. The purpose of this rebuttal testimony is to address the Verizon Direct Testimony that was submitted on August 17, 2001 regarding terms and conditions associated with poles, ducts, conduits and rights-of-way.

Issue III-13

What are the rates, terms and conditions under which Verizon provides WorldCom with access to Verizon's poles, ducts, conduits and rights-of-way?

Q. Please summarize the status of this Issue.

A. During the mediation sessions, many of the issues were resolved. The primary issue that remains is whether the terms and conditions associated with poles, conduits, and rights-of-way should be contained in the interconnection agreement itself, or whether

issue that remains is whether the terms and conditions associated with poles, conduits,

and rights-of-way should be contained in the interconnection agreement itself, or whether

1 they should be placed in a separate agreement. As I explained in my Direct Testimony,
2 WorldCom feels strongly that all relevant terms and conditions should be contained in the
3 Interconnection Agreement itself.

4
5 **Q. Please summarize Verizon's Direct Testimony with respect to this issue.**

6 A. Verizon acknowledges that the terms and conditions related to poles, conduits and
7 rights of way ("rights-of-way terms") are contained in the parties' current interconnection
8 agreement. It does not dispute that these terms relate directly to the obligations imposed
9 on Verizon by the 1996 Act. Indeed, Verizon appears to concede that the Act mandates
10 that the Interconnection Agreement contain some reference to these terms and conditions.
11 See Verizon's VA's Direct Testimony on Mediation Issues (Rights of Way) at 5
12 (indicating that Verizon's position is that the terms themselves need not be incorporated
13 into the Interconnection Agreement because "it is sufficient for the interconnection
14 agreement simply to reflect that such terms and conditions are set forth in a separate
15 licensing agreement").

16 Verizon nonetheless insists that these terms should not be placed in the parties'
17 new Interconnection Agreement because it is administratively easier for Verizon to have
18 a separate agreement. Verizon also acknowledges that it is attempting to prevent other
19 CLECs from opting in to this portion of WorldCom's Interconnection Agreement.
20 Finally, Verizon includes language it has proposed to memorialize the parties'
21 agreements with respect to individual terms and conditions.

22

23 **Q. What is your response to Verizon's testimony?**

1 A. First, as I explained in my Direct Testimony, we believe that the Act mandates
2 inclusion of these terms and conditions in the Interconnection Agreement. The Act does
3 not contemplate that an interconnection agreement will take form of an assortment of
4 stand-alone agreements. To the contrary, the Act requires that all interconnection terms
5 be localized in one place – the interconnection agreement. The structure of Section 251
6 of the Act brings this fact to light. Section 251(c)(1) imposes upon ILECs the “duty to
7 negotiate in good faith in accordance with section 252 the particular terms and conditions
8 of agreements to fulfill the duties described in paragraphs (1) through (5) of subsection
9 (b) and this subsection.”¹ Paragraphs (1) through (5) of subsection (b) and the remainder
10 of subsection (c) contains headings including “Resale,” “Number Portability,” “Dialing
11 Parity,” “Access to Rights-of-Way,” “Reciprocal Compensation,” “Interconnection,”
12 “Unbundled Access,” and “Collocation” – all terms typically found in a single
13 interconnection agreement. If one subscribes to Verizon’s view that rights-of-way terms
14 should be in a separate agreement, one could argue that some or all of the above terms
15 should also be found in separate agreements. Thus, for example, one could have rights-
16 of-way terms in one document, terms associated with UNEs in another document, and
17 Reciprocal Compensation terms in yet another document. A CLEC would consequently
18 be saddled with managing numerous documents that collectively comprise the terms of
19 interconnection. This result is unwieldy and inconsistent with the Act.

20 Although Verizon asserts that including rights-of-way terms in the
21 interconnection agreement poses administrative problems, they do not provide any

¹ 47 U.S.C. § 251(c)(1). It should be noted that the use of “agreements” in 47 U.S.C. § 251(c)(1) was clearly employed to reflect the fact that an ILEC has agreements with multiple CLECs – not multiple agreements with one CLEC.

1 persuasive explanation of why this is so. Verizon indicates that rights of way agreements
2 are maintained by a certain group of personnel. Placing these terms in an interconnection
3 agreement will not hinder this; these personnel can be provided with the Interconnection
4 Agreement (or the relevant portion). Currently, WorldCom provides the appropriate
5 attachment from the interconnection agreement to its personnel that handle rights-of-way
6 issues. There is no reason to assume that this would be an additional burden for Verizon
7 to do the same for its personnel.

8 Verizon also indicates that when rights of way agreements are executed, both
9 parties provide important contact information. Placing these terms in an Interconnection
10 Agreement would not prevent such an exchange. Verizon also suggests that it should be
11 preferable for CLECs to have separate rights of way agreements that do not terminate
12 when the Interconnection Agreement terminates. In WorldCom's view this is not
13 preferable. The Act's arbitration process allows both carriers to revisit all the terms and
14 conditions in the Interconnection Agreement when it expires. If revision to any portion –
15 including the rights of way terms – is appropriate, the Act indicates how that will occur:
16 the parties first attempt to negotiate changes and, if any such changes cannot be agreed
17 upon, the issue is resolved through arbitration. If neither party feels the need to make any
18 changes, then the existing terms can simply be incorporated into the next Interconnection
19 Agreement. If these terms are not contained in the Interconnection Agreement, however,
20 they are presumably not subject to the Section 251/252 arbitration process and it is
21 unclear how any disputes concerning the terms would be resolved.

22 Finally, I remain extremely concerned that Verizon is attempting to use its Merger
23 Order commitment to allow CLECs to opt-in to agreements throughout its region as an

1 excuse to avoid placing critical terms and conditions into its agreements. This is directly
2 counter to what this commitment was intended to do in the first instance. If there are
3 legitimate differences between states that would make a term contained in an agreement
4 in one state inappropriate for inclusion in an agreement in another state, Verizon should
5 propose language to be included in the Interconnection Agreement that makes this clear.
6 This is an entirely reasonable burden to place on Verizon. It obtained the benefits of its
7 merger; requiring Verizon to propose additional language for inclusion in its
8 interconnection agreement if necessary is a small price to pay for that benefit.

9

10 **Q. What is the status of the various sub-issues contained under Issue III-13?**

11 A. The suggested revisions included in Verizon's direct testimony are acceptable to
12 WorldCom. Verizon has yet to comment on the remaining issue regarding make-ready
13 work (Issue III-13(h)), for which WorldCom proposed revisions to the Right-of-Way
14 section of the Interconnection Agreement.

15

16 **Q. Does this conclude your testimony?**

17 A. Yes.

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION**

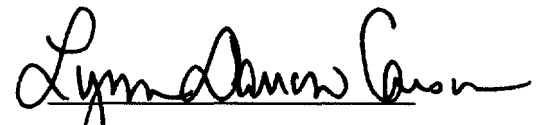
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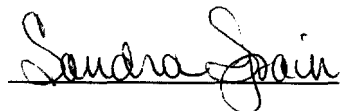
AFFIDAVIT OF LYNN DARROW CARSON

The undersigned, being of lawful age and duly sworn on oath, certifies the following:

I, Lynn Darrow Carson, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.


Lynn Darrow Carson

Subscribed and Sworn to before me this
31st day of August, 2001.



Notary Public

